SOLICITATION FOR:

RFP # 25-33 CMMS/EAM and Associated Implementation and Configuration Services

CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 03/12/25

QUESTIONS DUE: 04/02/25 **by 5PM EST**

DUE DATE AND TIME: 04/16/25 **by 2PM EST**

VIRTUAL PRE-PROPOSAL MEETING DATE AND TIME: 03/31/25 at 2 PM EST

Anticipated Contract Award	05/26/2025
Est. Contract Commencement Date	06/20/2025
Est. Contract Completion Date	12/17/2026
Est. Renewal Years (If Applicable)	

DELIVER TO:

City of Somerville

Procurement & Contracting Services

Attn: Andrea Caruth

Deputy Chief Procurement Officer

acaruth@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Proposal For:
RFP # 25-33 CMMS/EAM and Associated Implementation and Configuration Services

SECTION 1.0
GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Procurement & Contracting Services Department on and after 03/12/25 per the below-noted City Hall hours of operation.

City Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to **7:30** p.m.
Friday	8:30 a.m. to **12:30** p.m.

All Responses Must be Sealed and Delivered To:
Procurement & Contracting Services Department City of Somerville 93 Highland Avenue Somerville, MA 02143
It is the sole responsibility of the Proposer to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.
Proposal Format:
The Price Form in Attachment D found in Appendix A, contains formulas necessary to summarize the pricing. Therefore, we highly recommend electronic submissions with clearly marked separate files for the price and non-price technical proposals via Bidexpress.com or within a USB that is contained in a sealed envelope. However, if Proposers decide to submit a paper submission, then they should submit a physical copy of the electronic price form. We will also accept one (1) sealed proposal package (with two sealed envelopes, one for the price and one for the technical proposal). The envelopes for both the electronic and paper submissions must be marked with the solicitation title and number and must be original. If Proposers decide to submit a paper submission, then they should submit a physical copy of the completed electronic price form in the sealed price proposal envelope.
In an effort to reduce waste, **we discourage the use of 3-ring binders.**
Responses must be sealed and marked with the solicitation title and number.
All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in **Sections 2.0 - 4.0**). **If all required documents are not present**, **the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.**
Each Proposal Package must also include a cover letter signed by an official authorized to bind the

Proposer contractually and contain a statement that the proposal is firm **for ninety (90) days**. **The time for the award may be extended for up to forty-five (45) additional days by mutual agreement between the City and the most highly advantageous and responsible Proposer. The review of this particular project involves many internal and external stakeholders. Please keep in mind while applying that the City may need more than 90 days to finish the evaluation process. An unsigned letter, or one signed by an individual not authorized to bind the Proposer, may be disqualified.**
The Proposer's **authorized official(s) must sign** all required proposal forms.
The Price Form and Appendix A, Attachment D in **Section 3.0** must be completed. No substitute form will be accepted unless otherwise stated. Pricing must remain firm for the entire contract period.
All information in the Proposer's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Proposers should not make claims to which they are not prepared to commit themselves contractually.
The successful Proposer must be an Equal Opportunity Employer.
The City of Somerville values a diverse workforce and believes it contributes to a work product and customer experience that best reflects the community in our city. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Proposer's work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. **Please use the supplier diversity form (see Section 4.0) with supporting documentation to share your diversity data with the City.**

1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFP Issued	03/12/25
Virtual Pre-proposal meeting **3/31/2025 2PM – 3PM** Join Zoom Meeting https://us02web.zoom.us/j/85431981471?pwd=flzMvA0HG0SCIWUb2AcW1H7LOj2T8s.1 Meeting ID: 854 3198 1471 Passcode: 580870	
Deadline for Submitting Questions to RFP	04/02/25 by **5PM EST**
Proposals Due	04/16/25 **by 2PM EST**
Anticipated Contract Award	05/26/2025
Est. Contract Commencement Date	06/20/2025
Est. Contract Completion Date	12/17/2026

Responses must be delivered by **04/16/25 by 2PM EST to:**	City of Somerville Procurement & Contracting Services Attn: Andrea Caruth 93 Highland Avenue Somerville, MA 02143

1.3 Submission Instructions

If you are submitting your proposal online via Bidexpress.com, then you do not need to also submit a sealed proposal package as instructed below. Email is not an acceptable method of submission of bids.

In an effort to reduce waste, we highly recommend the submission of one electronic submission submitted on USB drives.

For paper submissions, please submit ***two sealed envelopes, all within one sealed proposal package***, with the following contents and marked in the following manner:

Contents of Sealed Proposal Package	Marked As
Envelope 1 Non-Price Proposal: Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	**To Be Marked:** Non-Price Proposal RFP # 25-33 CMMS/EAM and Associated Implementation and Configuration Services
Envelope 2 Price Proposal: Shall Include one (1) original and one (1) electronic copy. [Electronic copies of Price and Non-Price Technical proposal can be submitted on the same USB drives but as separate files]	**To Be Marked:** Price Proposal RFP # 25-33 CMMS/EAM and Associated Implementation and Configuration Services
Please send the complete sealed package to the attention of:	Andrea Caruth Deputy Chief Procurement Officer Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143
Methods of Bid Submission Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time. 1) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS). 2) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately $50.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: https://www.bidexpress.com/businesses/33100/home A user guide is attached for your reference. 3) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at www.bidexpress.com. Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.	

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, **please make no reference to pricing in the non-price technical proposal.** Failure to adhere to this requirement will result in disqualification.

1.3.1 Non-Price Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist (**Section 4.0**). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

Elaborate format and binding are neither necessary nor desirable. Each proposal shall clearly identify the Proposer's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "Copy"). All submissions will allow for easy removal and replacement of pages.

Each bid should include, at a minimum, the following sections.

A. Acknowledgement of Addenda (if applicable)

Each submittal must include an acknowledgement of addenda that indicates the Proposer received any and all addenda.

B. Cover Letter

Submit a cover letter that includes the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Proposer, may be disqualified.

C. Qualifications & Experience

i. Team Introduction and Qualifications

The Proposer shall include qualifications and experience of the firm (or sole proprietor) and any anticipated sub-consultants. The Proposer operating as the implementation partner shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. If the Proposer is a third-party implementation partner, then the Proposer shall also include summary of proposed CMMS/EAM solution vendor details. This section should also describe work that is similar in scope and complexity that the Proposer has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The Proposer may include any additional literature and product brochures. The roles of the sub-consultants shall be clearly stated. The Proposer should describe its team's overall capability to meet its commitment to successfully meet the scope of work. The Quality Requirements Form (Section 4.0), or set of basic business standards, must be submitted in the sealed proposal.

The Proposer shall provide team introduction and qualifications, including be not limited to the following:

- Summary of Firm Details (including proposed CMMS/EAM solution vendor and implementation partner, if third party)
- Identification and associated qualifications of proposed Project Manager (PM) including references for two (2) projects in the last five years where the PM performed a similar role for a similar client to the City. References for each experience project shall include client name, title, phone number, and email.
- Proposed Team Organization Chart including key staff (including proposed CMMS/EAM solution vendor and implementation partner, if third party)
- One-page resumes for all key staff (including proposed CMMS/EAM solution vendor and implementation partner, if third party)

ii. Relevant Experience and References

Relevant Experience and References shall include five (5) similar projects (i.e., similar asset systems and size to City) completed by the Proposer's project team in the last five (5) years for other North American clients. The Proposer shall provide a summary of services provided and identify who served as project manager and key lead technical roles. All experience and references shall be projects in which the proposed CMMS/EAM solution was procured and implemented by the proposed implementation partner, if third party. The City of Somerville reserves the right to use ourselves as a reference. References shall include, at a minimum, the following information:

- The name, address, telephone number, and email address of each client listed above.
- A description of the work performed under each contract.
- The amount of the contract.
- A description of the nature of the relationship between Proposer and the customer.
- The dates of performance.
- The volume of the work performed.

D. Implementation Approach

A detailed description of the proposed work and methods to be used. The implementation approach should include tasks to be performed and associated deliverables and City participation requirements as described in **Section 2.0**. Please include any information your firm will require from the City to address the requirements of this RFP.

A proposed implementation schedule with key milestones should be provided.

The Implementation Approach section should not exceed ten (10) pages in length

E. Functional and Technical Suitability

i. Software Information

Clearly and succinctly describe the functionality, features, and capabilities of the proposed CMMS/EAM solution in narrative format with graphical elements. This is also meant to provide an understanding of the overall solution, architecture, and framework.

The Software Information section should not exceed ten (10) pages in length.

ii. Functional and Technical Requirements

Functional and technical requirements are listed in Attachment A and B. Responses to these requirements must be provided electronically in Microsoft Excel readable format. The Proposer shall use the format provided and add explanatory details as necessary. The CMMS/EAM Requirements listed in this document are not a comprehensive list of all of the City's CMMS/EAM requirements but includes the key requirements that will be used to evaluate the proposals and will be incorporated into the signed contracts.

Software applications that are missing a significant number of key features and technology preferences may be eliminated from consideration.

Proposers must provide a "status code" and a comment for every line item. The comment should include a brief explanation of how the item is supported. Please do not modify the format, font, numbering, etc. of this form. If a submitted response includes blank responses the document may be eliminated from consideration. The Proposer must select the appropriate status code from Table 1-1 for each Functional and Technical Requirement.

Table 1-1 - Functional and Technical Requirement Status Codes

Status Code	Description
A	Requirement is fully and completely met by proposed software package.
M	Requirement can be met with the inclusion/integration with an additional third-party software/solution without the need for customized coding.
X	Requirement cannot be met or requires customized coding.

F. System Integration Capabilities

System integration requirements are listed in Attachment C. Responses to these requirements must be provided electronically in Microsoft Excel readable format. The Proposer shall use the format provided and add explanatory details as necessary. Proposers must provide a "status code" and a comment for every line item. The comment should include a brief explanation of how the item is supported. Please do not modify the format, font, numbering, etc. of this form. If a submitted response includes blank responses the document may be eliminated from consideration. The Proposer must select the appropriate status code from Table 1-2 for each requirement.

Table 1-2 – Integration and Interface Status Codes

Status Code	Description
A	Requirement is fully and completely met using built in features or plugs (i.e. Rest API, webhooks, plugins).
M	Requirement can be met the use of customized coding.
X	Requirement cannot be met.

1.3.2 Price Proposal Format

Price Form (see Section 3.0)

Proposal Prices to Remain Firm
All proposal prices submitted in response to this solicitation must remain firm for 90 days following the proposal opening.

Price Submission
All prices must contain the unit rate as requested on the proposal price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor, and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

Each bid should include, at a minimum, the following sections.

A. Cover Letter

Submit a cover letter that includes the official name of the firm submitting the price proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter shall include any assumptions that were used to develop the fee, including applicable pricing discounts and the terms of the fee quotation. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Proposer, may be disqualified.

B. Pricing

Pricing will consist of the completion of the Price Form found in Section 3.0 and completed Price Form Attachment found in Appendix A - Attachment D..

1.4 Questions

Questions are due: 04/02/25 **by 5PM EST**

Questions concerning this solicitation must be delivered in writing to:

Andrea Caruth
Deputy Chief Procurement Officer
Somerville City Hall
Procurement & Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

acaruth@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Proposers who have registered as proposal holders. Proposers are encouraged to contact the Procurement & Contracting Services Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Proposer to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: https://www.somervillema.gov/procurement

If any proposer contacts City personnel outside of the Procurement & Contracting Services Department regarding this proposal, that proposer may be disqualified.

1.5 General Terms

Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

Proposal Signature

A response must be signed as follows: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

Time for Proposal Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Proposer that is most advantageous and responsible. The Proposer's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Proposer will be required to sign a standard City contract per the City's general terms included herein as Appendix B.

Holidays are as follows:

New Year's Day	Martin Luther King. Jr. Day	Washington's Birthday	Patriots' Day
Memorial Day	Juneteenth Independence Day	Independence Day	Labor Day
Indigenous Peoples' Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit http://www.somervillema.gov/ for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Proposer for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Proposer is required to perform work at such times, the Proposer shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Procurement & Contracting Services Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Proposer is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (https://www.somervillema.gov/procurement). No changes may be made to the solicitation documents by the Proposers without written authorization and/or an addendum from the Procurement & Contracting Services Department.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

A Proposer may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.__" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

The City of Somerville may cancel this solicitation or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Proposals
The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

Brand Name "or Equal"
Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Electronic Funds Transfer (EFT)
For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor's name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Proposer's representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Proposer's account number; Type of account, i.e., checking or saving.

Other Applicable Laws
In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: living wage ordinance, ordinance to protect vulnerable road users,[1] https://library.municode.com/ma/somerville/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTVIIIFI_DIV1GE_S2-355REEMORand ordinance to protect against wage theft. Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

[1] *The ordinance to protect vulnerable road users only applies to contracts where the contractor's heavy vehicles are entering the City of Somerville to perform the work of the contract.*

Notice and Certification Pursuant to Somerville Wage Theft Ordinance
All Proposers, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to wage theft, against the bidder or any of its subcontractors entered within the five years prior to bid submission.

If you are the successful bidder, you and any of your subcontractors have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the bidder or any its subcontractors while your contract with the City is in effect, within five business days of receipt.

You may not contract with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any subcontractor who has been debarred by the federal government or any state government during the period of that subcontractor's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not, all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this bid, the bidder (a.k.a. Proposer, respondent) hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

1.6 Evaluation Methodology

Qualified proposals will be reviewed and rated by an evaluation committee ("the Committee") composed of employees of the City. The City reserves the right to involve an outside consultant in the selection process.

Comparative Evaluation Criteria

The Committee shall use the comparative evaluation criteria included in Section 2.0 to evaluate the responsibility and responsiveness of all proposals that already meet the minimum quality requirements. For each proposal, the Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to each of the corresponding comparative evaluation criteria.

Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the Proposers in their submissions. The City may request additional information from the Proposers to ensure that the Proposer has the necessary resources to perform the required services. The Committee may choose to interview Proposers. If interviews will be conducted, the City will notify the Proposers, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto.

Selection Process

The City will award the contract to the most responsive and responsible Proposer whose entire proposal (technical and price) is deemed to be the most advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS / SCOPE OF SERVICES

2.1 Rule for Award

The contract may be awarded to the responsible and responsive Proposer submitting the most advantageous responses, based on the comparative evaluation criteria described in this Request for Proposal (RFP). The City of Somerville (City) will conduct a proposal-based selection process to identify the best qualified Proposer from which to request an interview/detailed demonstration. The contract will be awarded within ninety (90) days after the proposal's opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the City and the most highly advantageous and responsible Proposer. Respondents must demonstrate experience and expertise in provision of Computerized Maintenance Management System (CMMS) / Enterprise Asset Management (EAM) software, integration, implementation, and support.

The City will consider proposals from a single CMMS/EAM solution vendor who self-implements their solution or from a team of a CMMS/EAM solution vendor and a third-party implementation partner. In the event a team submits a combined proposal, one primary contact shall be responsible for the whole project and for coordinating the services and/or software of the other vendors.

2.2 Background

2.2.1 Introduction

The objective of the City's Asset Management Program is to implement asset management leading practices for managing physical infrastructure over the course of its full lifecycle. The ultimate goal of asset management is to optimize reinvestment in the lifecycle of the City's extensive portfolio of physical infrastructure by delivering levels of service to constituents and ratepayers while balancing the tradeoffs between cost of service and risks associated with asset failure. Led by the Department of Infrastructure and Asset Management (IAM), the City began to formalize the asset management program in 2021, beginning with the creation of an Asset Management Program Implementation Roadmap and other asset management planning documents. The next step in the City's asset management journey is to procure and implement CMMS/EAM software.

The purpose of this Request for Proposal (RFP) is to solicit proposals from consultants or vendors (Proposer) to provide a commercial off-the-shelf (COTS) CMMS/EAM software solution for asset and work order management across numerous city departments and divisions and who can demonstrate that they possess the organizational, functional, and technical capabilities that best meets the City's needs. The ideal Proposer must have experience in successfully implementing and supporting the proposed solution at municipal / government agencies with similar requirements to the City.

Upon entering into a contract with the City, the selected Proposer will be responsible for the final approved design, installation and implementation, and commissioning of the CMMS/EAM solution including development of the work plan, user acceptance testing, system integration, training, data migration, and on-going support and maintenance. The City seeks to purchase both software licenses and implementation services as part of this RFP.

2.2.2. Project Overview

The City's vision is to track all City-owned assets in the selected solution; however, implementation will be phased such that only the following asset systems are included in Phase I. This RFP only includes the systems included in Phase I, but the remaining systems are included herein for awareness and planning. City-owned assets that may utilize the CMMS/EAM over useful life of the software solution include, but are not limited to:

Phase I Asset Systems

- Water Distribution System
- Collection and Conveyance System (sewer and stormwater)
- Roadways
- Sidewalks

Other Asset Systems Not Included in RFP Response

- Public Schools and Municipal Buildings
- Electronic device inventory
- Fleet inventory and maintenance tracking
- Transportation (bike lanes, pavement markings, etc.)
- Electric Lights and Lines (including traffic signals, streetlights, fire alarms, etc.)
- Public Parks and Playgrounds
- Public Trees

The solution will allow the City to manage the full lifecycle of the asset, including maintenance and capital interventions. The portfolio of assets is funded, managed, operated, and maintained by multiple, discrete departments and divisions.

Table 2-1 provides a list of the Departments involved and a brief description of each Department. Table 2-2 identifies the assets that are owned and/or maintained by the City and expected usage of the new CMMS/EAM by each city division and/or department associated with the asset. Table 2-3 summarizes the projected numbers and types of users in each department and/or division. (Note: The tables that follow are not inclusive and may include other departments, assets, expected usage, and additional users. These are provided for planning purposes.)

Table 2-1 – Department Abbreviations & Structure

Department Abbreviation	Department Name	Description
IAM	Department of Infrastructure and Asset Management, includes: • Engineering Projects and Services • Capital Projects	IAM is comprised of Engineering Services and Capital Projects. IAM generally addresses major reconstruction needs. IAM is leading the implementation of the Asset Management Program, including the CMMS/EAM.
DPW	Department of Public Works, includes: • Buildings • Electric Lights and Lines • Fleet • Grounds • Highway	DPW is comprised of various divisions, however, the divisions currently involved with the Asset Management Program is listed here. DPW generally focuses on routine maintenance and emergency repairs of above ground assets.
ISD	Inspectional Services Department	ISD ensures the safety of residents and community members by enforcing city ordinances and state and federal codes relating to building construction and public health.
IT	Information Technology Department	IT provides the City with a high-speed network and is responsible for the hardware and software that City operations depend on.
OSPCD	Office of Strategic Planning and Community Development, includes: • Mobility • Public Space and Urban Forestry	OSPCD is comprised of various divisions, however, the divisions currently involved with the Asset Management Program is listed here. OSPCD generally focuses on the planning and policies of the assets.
W&S Department	Water and Sewer Department, includes: • Water Department • Sewer Department	W&S Department is comprised of the Water Department and Sewer Department. W&S Department generally focuses on the routine maintenance and emergency repairs of water and collection system assets.

Table 2-2 – Assets, Departments, and Expected System Usage

Asset System	Asset Types Owned / Maintained By City	Expected System Usage
Phase I		
Water Distribution System Departments Involved: IAM - Engineering Water Department	Water Mains Service Lines Valves Hydrants Meters Control Devices	Benchmark / Performance Metrics Capital Planning / Project Analysis Condition Assessment Flushing Program Hydraulic Modelling Project Creation/Generation Regulatory Reporting Reporting / Dashboard Risk Modelling/Management Routine Inspections Service Line Inventory (LCRR) Track Fleet Maintenance Costs Water Quality Sampling Work Assignment Work Order Management
Collection and Conveyance System (sewer and stormwater) Departments Involved: IAM - Engineering Sewer Department	• Catch Basins • Green Infrastructure • Sanitary and Combined Sewer Pipes • Stormwater Pipes • Stormwater Pump Stations • Sewer Manholes • Stormwater Manholes • Sewer Laterals • Outfalls • Storage Tanks • Siphons • Weirs	Benchmark / Performance Metrics Capital Planning / Project Analysis Condition Assessment (NASSCO) Flow Monitoring Real-time Flood Modelling, Prediction, Control Hydrologic Analysis Project Creation/Generation Regulatory Reporting Reporting / Dashboard Risk Modelling/Management Routine Inspections Right-of-way Sharing Analysis Service Line Inventory (LCRR) SSO Reporting Track Fleet Maintenance Costs Work Assignment Work Order Management
Roadways and Sidewalks Departments Involved: OSPCD - Mobility IAM - Engineering DPW - Highways	Roadways Centerline Guardrails Aprons Ramps Curb and Gutter Sidewalks	Benchmark / Performance Metrics Capital Planning / Project Analysis Construction Site Inspections Condition Assessment Lidar based imagery Permit Management and Coordination Reporting / Dashboard Routine Inspections Routing of Work Locations Track Curbs as Assets Utility Work Coordination Work Assignment Work Order Changes

Asset System	Asset Types Owned / Maintained By City	Expected System Usage
Subsequent Phase(s)		
Public Schools and Municipal Buildings Departments Involved: IAM - Capital Projects Inspectional Services Department IAM - Engineering DPW - Buildings	Building Systems Building Envelope Electrical Systems HVAC Systems Fire Protection and Life Safety Plumbing Roof Security Systems Site and Grounds Structural Vertical Circulation	Benchmark / Performance Metrics Building Information Management Capital Planning / Project Analysis Condition Assessment Document Management and Access Event Needs Management Emergency Notification Systems Routine Inspections Permit Management and Coordination Preventive Maintenance Project Creation/Generation Regulatory Reporting Reporting / Dashboard Risk Management Security Management Service Request Assessment Work Assignment Work Order Management
Electronic Devices Departments Involved: Information Technology Department	Laptops Mobile devices (cellphones, tablets, etc) Desktop	Inventory Management
Fleet (Inventory and Maintenance) Departments Involved: DPW - Fleet	City Vehicles	Inventory Management Scheduled Preventative Maintenance Vehicle Repairs Tracking Vehicle Repair Requests to Fleet
Transportation Departments Involved: OSPCD - Mobility IAM - Engineering DPW - Highways	Bike Racks Bike Lanes Bus Facilities Flex Posts Markings Traffic Signs Parking Lots Parking Garages Signage Safety Zones Consolidated Meter Systems EV Stations Curb Line Parking	Benchmark / Performance Metrics Capital Planning / Project Analysis Reporting / Dashboard Routine Inspections Service Requests Sign Inventory Management Theft Analysis Work Assignment Work Order Management
Electric Lights and Lines Departments Involved: OSPCD - Mobility IAM - Engineering DPW - Highways	Streetlights Electric Lines Traffic Signals Fire Alarm Lines Call Boxes Fiber Optic Cable Manholes	DigSafe Coordination / Mark Out Equipment Details and Updates Fire Alarm Reset Requests Group Work Orders Lidar based imagery Parts Inventory and Tracking Permit Management and Coordination

Asset System	Asset Types Owned / Maintained By City	Expected System Usage
		Tracking and Reporting Repairs Work Assignment Work Order Management
Public Parks and Playgrounds Departments Involved: OSPCD - Public Space and Urban Forestry IAM - Engineering DPW - Grounds	Site Equipment Features Structures Landscape Areas	Asset Valuation Capital Planning / Project Analysis Inspections and Treatment Preventive Maintenance Planting Program and Manage Assets Review Sidewalk Occupancy Permits Respond to Service Requests Routine Maintenance Service Request Investigation
Public Trees (includes street trees and public park trees) Departments Involved: OSPCD - Public Space and Urban Forestry IAM - Engineering DPW - Grounds	Trees	Lidar based imagery Manage Tree Trimming Manage Tree Removals Maintain Tree Inventory Planting Program and Manage Assets Permit Coordination Respond to Service Requests Routine Maintenance Service Request Investigation

Table 2-3 – Projected CMMS/EAM Users by Department

	Type of CMMS/EAM Users					
Department / Division	**System Administrators**	**Managers / Power Users**	**Supervisors / Engineers / Analysts**	**Field / Mobile Staff**	**Contractors**	**Total**
Phase I						
Information Technology Department	2	1				**3**
IAM	2	1				**3**
IAM - Capital Projects		1	5		5	**11**
IAM - Engineering		1	5		5	**11**
OSPCD - Mobility		1	3		2	**6**
DPW		1	1			**2**
DPW - Highway		1	2	10	5	**18**
W&S Department – Water Department		1	3	15	5	**24**
W&S Department – Sewer Department		1	3	15	5	**24**
Subsequent Phase(s)						
Inspectional Services Department		1	1	5		**7**
OSPCD - Public Space and Urban Forestry		1	3		2	**6**
Parking		1	2	3	2	**8**
DPW - Buildings		1	2	3	5	**11**
DPW - Electric Lights and Lines		1	2	4	5	**12**
DPW - Grounds		1	2	2	5	**10**
DPW - Fleet		1	1	3		**5**
Total	**3**	**16**	**35**	**60**	**46**	**161**

2.2.3 Project Objectives

The City seeks a solution to manage city-owned physical infrastructure through service requests, work orders, costs, material inventory, inspections, reporting and capital planning. The objectives of implementing a software solution to manage city-owned assets include:

- Work Order management.
- Comprehensive, accessible, and centralized inventory of the City's assets.
- Enhanced field (mobile) investigations and work capabilities.
- Cost capture and budget forecasting.
- Consistent, repeatable, inclusive, and transparent decision-making framework to develop the Capital Improvement Plan (CIP).
- Reporting (i.e., performance; asset health; budget).

2.3 Scope of Work

The City is seeking proposals from a qualified Proposer to provide a Computerized Maintenance Management System (CMMS) / Enterprise Asset Management (EAM) software solution and associated implementation and configuration services. The technical solution must support the City's existing functions, and the desired functions described herein. The Proposer must demonstrate the capability to meet the City's functional requirements and expectations for project management and delivery. Responses to this RFP will be used to evaluate Proposer's compatibility with the desired functionality, proposed approach, implementation services, training and technical support, and cost for implementing and maintaining the software.

This Section provides a general description of the scope of services required, at a minimum, to be provided for this project. The detailed elements of the individual scope of tasks and the associated level of effort for each task will be developed in concert with the selected Proposer prior to entering into a formal agreement. **Proposers responding to this RFP are encouraged to expand upon this outline (sections 2.3.1 through 2.3.10) and recommend additional value-based services as a part of the approach while also being cognizant of costs. Value-based services shall be described in the Non-Price Proposal under the Implementation Approach and noted in the Price Form Attachment regardless of cost.**

2.3.1 Project Management

The selected Proposer must assign a dedicated Project Manager (PM) to the project. The selected Proposer and the assigned PM will be required to manage project resources to ensure the requirements of the contract are fully satisfied and the CMMS/EAM is successfully implemented. Proposers must propose an effective and sufficiently formalized approach to project management that allows for the anticipation of problems, potential delays, and the formulation and execution of appropriate corrective action. The Proposer will be required to deliver a schedule in Microsoft Project, or similar software, depicting the activities and tasks described in the RFP, milestones, and interdependencies associated with the activities and phases. Scheduled time for City review of deliverables and / or information gathering is requested. The PM will be responsible for updating the schedule throughout the course of the project.

The PM will be expected to participate in in-person and/or virtual meetings as mutually agreeable upon frequency based on tasks, oversee project schedule, status tracking and reporting, issue tracking and reporting, and tracking and reporting of resources needs.

The PM will be responsible for scheduling, preparing for, and administering a project kickoff meeting that includes key City stakeholders.

Minimum Deliverables:

- Meeting agendas and minutes
- Overall project schedule and four weeks look ahead schedule (Microsoft Project or equivalent)
- Tracker for status, issues, etc.

2.3.2 Work Plan

The Proposer will be required to develop and maintain a Work Plan of activities for initial set-up and on-going delivery of software and services as described in the Scope of Work. At a minimum, the Work Plan must include:

- All work to be performed, organized by task.
- Task dependencies.
- Project schedule inclusive of deliverables, milestones and deadlines.
- List of information and/or data required from the City at the start of the project.
- Desired information required from the City to support each task.
- Participation / expectation of time required from City staff.

The Work Plan will provide a narrative description of the selected Proposer's approach to accomplishing each task and the process, tools, and resources to be used. This description must be at a sufficient level of detail to allow the City to clearly understand the proposed approach and anything that may impact the timely delivery of the products and/or services. The Work Plan must be submitted within five (5) weeks of the formal notice-to-proceed (NTP).

The City will review the Work Plan and upon its acceptance, will authorize the selected Proposer to progress with services. Any comments will be discussed, and the Work Plan will be modified to reflect the final agreed-upon decision.

Minimum Deliverables:

- Written Work Plan

2.3.3 Software

Supply a Cloud-Based CMMS/EAM solution that meets the functional, technical, and system integration requirements listed in Appendix A.

The City is looking specifically for a cloud-based CMMS/EAM solution, managed by the Proposer, with the ability to consume and leverage GIS map layers from the City's ESRI ArcGIS Server for asset inventories, and must also have the ability to maintain assets and their attributes from within the solution for vertical assets, such as buildings.

The current version of ArcGIS Server is 10.7.1 but the City is currently upgrading to the newest stable release of ArcGIS Enterprise, and the City will be looking to upgrade to the new ESRI versions as stable versions are made available moving forward. Therefore, the selected CMMS/EAM must demonstrate a track record and the ability to support ESRI updates in a timely manner.

The City is also looking for a solution that provides a robust mobile application for the completion of work activities in the field. The mobile application must be able to work in a disconnected mode if cellular coverage is not adequate.

Minimum Deliverable:

- Cloud-Based CMMS/EAM solution with integration capabilities with ESRI ArcGIS and maintain asset inventory as needed and a robust mobile application.

2.3.4 Implementation Planning

Each of the City's departments / divisions are responsible for the operation, maintenance, and management of different assets and a variety of work activities. The Implementation Planning task should focus on gathering information required to configure the software solution to meet the needs of the Departments involved (refer to Table 2-2), confirm the Functional, Technical, and System Integration Requirements presented in Appendix A, and identify any additional requirements needed. Through working with the City PM and/or a series of meetings with Department staff facilitated by the Proposer, it is anticipated that the Proposer will gather information related to:

- user profiles/stories
- work activities
- inspections
- asset inventory
- warehouse inventory
- reporting
- and other items needed for proper configuration of the system.

The Proposer will develop an Implementation Plan that shows a comprehensive understanding of the needs and a roadmap for configuration of City asset systems to be included in the first phase of implementation:

- Water Distribution System
- Collection and Conveyance System (sewer and stormwater)
- Roadways
- Sidewalks

Minimum Deliverable:

- Gathering Information Meetings
- Meeting agendas, minutes, and any supporting documentation, such as workflow, user stories, etc.
- Written Implementation Plan and Roadmap for initial configuration

2.3.5 Data Migration

The City currently uses ad hoc data management tools, such as Excel, and desires to migrate relevant asset inventory, condition, and/or work activity information to the new CMMS/EAM solution. This task includes formatting and loading historical and current work activity lists to create appropriate service requests, work orders, and/or inspection records in the new CMMS/EAM. The goal is to replace these systems with the CMMS/EAM. Systems to be considered under this task and Phase I are summarized in Table 2-4.

Table 2-4 – Data Migration Requirements

Description	Data Format	Current Use
Phase 1		
Water & Sewer Workflow Sheets	Excel	Used to store data related to water and sewer systems. Contains requests for service received from DigSafe, 311, residents, and internally to maintain and repair water and sewer system assets. Includes details of roadway repairs and water system components. Locator is street address or intersection only.
Water System Tracking	Excel	Used to manage the water distribution system, including: Major Water Main Break Water Use Hydrant / Water Main Flushing / Construction Flow Testing Water Use Hydrant / Water Main Flushing / Construction Flow Testing Water Use
Master (Water) Service List	Excel	Inventory data for the water service lines.
IDDE Survey	Collected using Survey123; provided in Excel	Used to track inspections of stormwater manholes, outfall screening, pipe inlets
Catch Basin Cleaning	Collected using Survey123; provided in Excel	Used to track catch basin cleanings.
Subsequent Phase(s)		
Facilities data	1. Excel export from Facility Dude 2. Access Database	Used to store a select group of asset data related to buildings, facilities, systems, utilities, and grounds. Data is currently in an Access database and Excel files because Facility Dude is no longer licensed by the City.

<u>Minimum Deliverables:</u>

- Data formatting and loading selected asset inventories and work order history into CMMS/EAM

2.3.6 Configuration

Based on the Implementation Planning task, the Proposer will initially configure their solution to best support the Functional, Technical, and System Integration requirements presented in Appendix A, as well as the information provided by stakeholders during the Implementation Planning task.

<u>Minimum Deliverables:</u>

- Initial configured cloud-based CMMS/EAM solution
- Review sessions with all business units with meeting notes and action list
- Revisions based on feedback
- Revised configured cloud-based CMMS/EAM solution

2.3.7 System Integration & Interface

There are a variety of software systems currently being used to manage the City's diverse portfolio of assets. Many existing systems contain asset inventory and/or condition details that need to be available to the CMMS/EAM as well as be more accessible through CMMS/EAM and/or GIS user tools.

The CMMS/EAM solution must be capable of connecting to other City enterprise systems currently in use. The selected Proposer will facilitate requirements gathering meetings with relevant City staff to define the appropriate integration and expected outcomes as part of the Implementation Planning. The selected Proposer will submit an Integration Plan that describes the process by which data will be shared between the CMMS/EAM solution and the City's existing systems on an ongoing basis. The City will review and approve the Integration Plan before the selected Proposer is authorized to proceed with the work.

The following definitions are used to describe the level and type of integration for each existing system or data source:

Integrate: The CMMS/EAM will be fully integrated with another system, exchanging data in real time, and in some cases displaying data from one system within the other. Both systems remain in place. Some integration may be through ArcGIS data sources and linkages.

Interface: The CMMS/EAM will have an interface to another system established, exchanging transactions through an Application Programming Interface (API) possibly, possibly on a periodic schedule.

System Integration & Interface Requirements can be found in Section 2.4. The final integration solution for each system or source will be defined based on the Proposer response and the final scope of the work.

<u>Minimum Deliverables:</u>

- Requirements meetings
- Meeting agenda and minutes
- Integration Plan for each requested system
- Deployed integration solution

2.3.8 User Acceptance Testing

The selected Proposer will develop a test plan to verify the solution meets all functional, technical, and system integration requirements. The test plan will be executed and verified by the Proposer prior to providing to the City for use. The Proposer will facilitate user acceptance testing sessions for key City power users to walk through the test plan and verify that the configured solution meets the City's requirements. Any issues resulting from the test plan will be resolved by the Proposer. Training will not begin until the user acceptance testing has been successfully completed.

<u>Minimum Deliverables:</u>

- Test plan
- User acceptance testing (UAT) sessions
- Finalized Cloud-Based CMMS/EAM solution

2.3.9 Training

The selected Proposer will provide on-site and/or remote training (using MS Teams, Zoom, or equivalent platform) for City staff. It is expected that the selected Proposer will provide, at a minimum, training tailored for System Administrators, Power Users and all End Users. Training shall include system overviews, as well as detailed hands-on training tailored to the City using the City's data and configured software platform, and information for future training activities. If the selected Proposer intends to utilize alternative training methods such as web-based training, this shall be indicated in response to this RFP.

Minimum Deliverables:

- Training Plan
- Standard solution product guides
- Specific user guides
- Onsite and/or Remote training (any remote trainings shall be recorded)

2.3.10 Support and Maintenance

The selected Proposer will provide up to 120 days of support after each go-live date to make requested minor changes to configurations, provide training support, and ensure a smooth transition.

Additionally, the Proposer shall provide long-term support options and shall supply information about expected response time to technical inquiries and shall describe the process by which software patches and upgrades are distributed and applied to the software. The Proposer must specify the nature of any post-implementation support provided, including but not limited to:

- Telephone support, including toll-free support hotline; hours of operations; availability of 24x7 hotline, etc.
- Special plans defining levels of customer support.
- Delivery method of future upgrades and product enhancements, including historical frequency of patches/updates and version upgrades by module and anticipated release date of all planned future versions.
- Availability of user groups (national and regional).
- Problem reporting and resolution procedures.
- Service levels for content management and quality control.
- Other support available (on-site, remote access, Website access to patches, fixes and knowledge based, etc.)

Minimum Deliverables:

- Support and Maintenance Plan

2.4 Requirements

Appendix A Attachment A, B, and C contain the minimum requirements for the preferred software solution.

2.4.1 Functional Requirements

Functional Requirements define the City's needs for supporting business processes, asset management, maintenance management, inventory management, and providing features for productive system use.

Refer to Appendix A Attachment A for the Functional Requirements Form.

2.4.2 Technical Requirements

Technical Requirements discuss the standards, interface, and supporting technologies to make the CMMS/EAM solution an effective System within the City's technology environment. Details are provided on required Systems mechanics and expected vendor services.

Refer to Appendix A Attachment B Technical Requirements Form.

2.4.3 System Integration & Interface Requirements

System Integration / Interface Requirements identify existing City enterprise systems currently being used that requires an integration or interface connection.

Refer to Appendix A Attachment C System Integration & Interface Requirements Form.

2.5 Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals.

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met. The Comparative Evaluation Criteria are:

Criterion		Description
1.	Qualifications and Experience	Successful history of providing similar services to a similar size organization. Qualified and experienced implementation team. Feedback from references.
2.	Implementation Plan and Approach	Alignment with scope of work, project goals, and City expectations for training and support.
3.	Functional and Technical Suitability	Ability of the system to meet the City's functional and technical requirements. Capability to capture or improve current workflows.
4.	System Integration Capabilities	Ability of the system to meet the City's system integration requirements. Capability to capture or improve current workflows.
5.	Overall Proposal Cost/Value	Overall value, which does not necessarily mean lowest cost.
6.	Completeness and Quality of Response	Compliance with the response requirements and clarity of response.

Factor 1: Qualification and Experience	
Highly Advantageous	All the personnel identified by the proposer are proven to possess a very high level of experience in system implementation and support that are relevant to Somerville. Resumes are included in the proposal for all proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly show an adequate level of relevant experience to successfully perform the scope outlined herein. Very strong references.
Advantageous	All the personnel identified by the proposer are proven to possess a high level of experience in system implementation and support that are relevant to Somerville. Resumes are included in the proposal for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein. Strong references.
Not Advantageous	Most but not all the personnel identified by the proposer are proven to possess an adequate level of experience in system implementation and support that are relevant to Somerville. Resumes are included for a few of the proposed staff. Adequate references.
Unacceptable	None of the personnel identified by the proposer are proven to possess a minimum level of experience in system implementation and support that are relevant to Somerville. Resumes are not included for any of the proposed staff. Not recommended by references.

Factor 2: Implementation Plan and Approach	
Highly Advantageous	The proposer's Plan demonstrates a comprehensive understanding of the scope of work and a thorough attention to detail. The Plan is both effective and relevant to Somerville's specific needs.
Advantageous	The proposer's Plan demonstrates a moderate understanding of the scope of work and modest attention to detail. The Plan is not optimally effective and lacks certain aspects of relevance to Somerville's specific needs.
Not Advantageous	The proposer's Plan demonstrates a minimal understanding of the scope of work and a minimal attention to detail and does not demonstrate sufficient relevance to Somerville.
Unacceptable	The proposer's Plan lacks understanding of the scope of work, has no attention to detail, and does not demonstration any relevance to Somerville.

Factor 3: Functional and Technical Suitability	
Highly Advantageous	The proposed system meets all or almost all of the functional and technical requirements listed in Section 2.0 and Appendix A, Attachment A and B with no additional third-party software integrations/licensing required.
Advantageous	The proposed system meets all or almost all of the functional and technical requirements listed in Section 2.0 and Appendix A, Attachment A and B with minimal additional third-party software integrations/licensing required.
Not Advantageous	The proposed system meets most of the functional and technical requirements listed in Section 2.0 and Appendix A, Attachment A and B with significant additional third-party integrations/licensing required.

Unacceptable	The proposed system does not meet many of the functional and technical requirements listed in Section 2.0 and Appendix A, Attachment A and B with or without significant additional third-party software integrations required.

Factor 4: System Integration Capabilities	
Highly Advantageous	The proposed system meets all system integration requirements in Section 2.0 and Appendix A, Attachment C Systems Integration Requirements without the use of customized coding.
Advantageous	The proposed system meets almost all system integration requirements in Section 2.0 and Appendix A, Attachment C Systems System Integration Requirements without the use of customized coding.
Not Advantageous	The proposed system meets most system integration requirements in Section 2.0 and Appendix A, Attachment C Systems System Integration Requirements with some use of customized coding
Unacceptable	The proposed system does not meet the majority of system integration requirements in Section 2.0 and Appendix A, Attachment C Systems System Integration Requirements or requires significant use of customized coding

Factor 5: Overall Proposal Cost/Value	
Highly Advantageous	The proposal provides a very high value for the cost of the proposal.
Advantageous	The proposal provides a high value for the cost of the proposal.
Not Advantageous	The proposal provides an adequate value for the cost of the proposal.
Unacceptable	The proposal does not provide a value for the cost of the proposal.

Factor 6: Completeness and Quality of Response	
Highly Advantageous	The proposer's package is complete and provides a very high-quality response.
Advantageous	The proposer's package is mostly complete and provides a mostly high-quality response.

Not Advantageous	The proposer’s package is moderately completed and provides an adequate quality response.
Unacceptable	The proposer’s package is not completed and does not provide a quality response.

2.6 Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 5 or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

QUALITY REQUIREMENTS		YES	NO
1.	Proposer must have five (5) similar projects within the last five (5) years in North America in which the proposed solution was procured and implemented by the proposed implementation partner, if third party.		
2.	Proposer Project Manager must have two (2) projects in the last five (5) years where the PM performed a similar role for a similar client.		
3.	The Proposed CMMS/EAM Solution shall be a cloud-based solution with the ability to consume and leverage GIS map layers from the City's Esri ArcGIS Server for asset inventories.		
4.	Proposer must meet 90% of the functional and technical requirements detailed in Appendix A, Attachment A and B, with a status code of "A – Requirement is fully and completely met by the proposed software package."		
5.	Proposer must meet all System Integration Requirements detailed in Appendix A, Attachment C, with a status code of "A – Requirement is fully and completely met using built in features or plugins" or "M – Requirements can be met with the use of customized coding."		
6.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional diversity designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1 through 5 under the quality requirements listed in the Quality Requirements Form, Proposer must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors and/or teaming partners, if applicable, must be also included.

2.7 Additional Information

Period of Performance
The period of performance for this contract begins on or about 06/20/2025 and ends on or about 12/17/2026. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

Place of Performance
All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Proposer and City personnel shall be held virtually, unless otherwise specified.

Proposer Conduct
The Proposer's employees shall comply with all City regulations, policies, and procedures. The Proposer shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Proposer to remove any Proposer employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Proposer of their responsibility to provide sufficient and timely service. The City will provide the Proposer with immediate written notice for the removal of the employee. Proposers must be knowledgeable of the conflict of interest law found on the Commonwealth's website http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html. Proposers may be required to take the Conflict of Interest exam.

Proposer Personnel
The Proposer shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality
The Proposer agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Proposer in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Proposer). The Proposer may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Proposer may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Proposer's point of contact.

SECTION 3.0
PRICE FORM (page 1)

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the software and associated professional services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: CMMS/EAM and Associated Implementation and Configuration Services

- The proposals will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **04/16/25 by 2PM EST**
- If the **awarded** Proposer is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- **Awarded Proposer** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Proposer** must comply with all applicable laws, including but not limited to the Somerville Wage Theft Ordinance.
- **Awarded Proposer** must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in its own sealed proposal package, separate from the Non-Price Proposal.

Please provide the following pricing, including the Price Form Attachments (Appendix A, Attachment D), and include any additional fees not listed. All Price forms are required with your Price Proposal:

Costs Over Year 1	
One-Time Costs	$ -
Estimated Travel Costs	$ -
Recurring Subscription Costs Years 1	$ -
Recurring Maintenance Years 1	$ -
Total Year 1 Costs	**$ -**

Costs Over Year 1-5	
One-Time Costs	$ -
Estimated Travel Costs	$ -
Recurring Subscription Costs Years 1-5	$ -
Recurring Maintenance Years 1-5	$ -
Total Years 1-5 Costs	**$ -**

PRICE FORM (page 2)

Costs Over Year 1-10	
One-Time Costs	$ -
Estimated Travel Costs	-
Recurring Subscription Costs Years 1-10	-
Recurring Maintenance Years 1-10	-
Total Years 1-10 Costs	**$ -**

Name of Company/Individual:	
Address, City, State, Zip:	
Tel #	**Email:**
Signature of Authorized Individual	

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 ____ #2 ____ #3____ #4____ #5____ #6____ #7____ #8____ #9____ #10____

RFP # 25-33

SECTION 4.0
PROPOSERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your proposal. Failure to do so may subject the proposer to disqualification.

Required with Sealed Proposals

Non-Price Proposal	
	Acknowledgement of Addenda (if applicable and non-price related) (Section 3.0)
	Cover Letter
	Qualifications, Experience, and References and Subcontractor information, if applicable
	Implementation Approach
	Functional and Technical Suitability
	System Integration / Interface
	Project-Specific Forms
	Functional Requirements Form (Appendix A, Attachment A)
	Technical Requirements Form (Appendix A, Attachment B)
	System Integration & Interface Requirements Form (Appendix A, Attachment C)
	Standard City Forms
	Quality Requirements (Section 2.0)
	Somerville Living Wage Form
	Wage Theft Ordinance Form
	Certificate of Non-Collusion and Tax Compliance Form
	Certificate of Signature Authority Form
	Reference Form (or equivalent may be attached)
	Supplier Diversity Form
	Vulnerable Road Users Ordinance Form
	W9 Form

Price Proposal	
	Acknowledgement of Addenda (if applicable and price related) (Section 3.0)
	Cover Letter
	Price Form (Section 3.0)
	Price Form Attachments (Appendix A, Attachment D)

Continues on next page

Required with Contract, ***Post Award***

	Certificate of Good Standing (please furnish with proposal if available)
	Insurance Specifications (furnish sample certificate with bid, if possible)
	Statement of Management (if applicable)
	Proof of passing the Conflict-of-Interest Exam

SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM

CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq*.

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: $10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of **7/1/2024** "Living Wage" shall be deemed to be an hourly wage of no less than **$17.72** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.

2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.

3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

Online at: https://www.somervillema.gov/departments/finance/procurement-and-contracting-services security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: ________________________________
(Duly Authorized Representative of Vendor)

Title: ______________________________

Name of Vendor:____

Date: ____________________________

INSTRUCTIONS: PLEASE POST

NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2024** is **$17.72** per hour.

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Procurement & Contracting Services Department directly.

Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: ________________________________
(**Individual Submitted Bid or Proposal)**
Duly Authorized

Name of Business or Entity:____

Date: ___________________________

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: ________________________________
(Duly Authorized Representative of Vendor)

Name of Business or Entity:____

Social Security Number or Federal Tax ID#:__________________________

Date: ___________________________

Print

Certificate of Authority
(Corporations Only)

Instructions: **Complete this form and sign and date where indicated below.**

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

____.
(Insert Full Name of Corporation)

2. I hereby certify that the following individual ___________________________________
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected_____________________________________ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____________________________________
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

_______________________________ _______________________________
(Insert Name of Officer from Line 2) **(Insert Title of Officer from Line 2)**

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST**:
Signature: ______________________________ ***AFFIX CORPORATE SEAL HERE***
(**Clerk or Secretary)**
Printed Name: __________________________

Printed Title:____________________________

Date: _____________________________
(Date Must Be *on or after* Date Officer Signed Contract/Bonds)

Print

Certificate of Authority
(Limited Liability Companies Only)

Instructions: **Complete this form and sign and date where indicated below.**

1. I, the undersigned, being a member or manager of

____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: ________________.

3. The LLC is managed by **(check one)** a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:
   - a member/manager of the LLC;
   - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
   - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
   - that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title

5. **Signature**:____

Printed Name: ____

Printed Title:____

Date: ______________________________

Print

<u>REFERENCE FORM</u>

Bidder: ____

IFB Title: ____

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:___________________________________ Contact:______________________

Address:______________________________________ Phone:______________________

____ Email:_______________________

Description and date(s) of supplies or services provided:_________________________

____

____

Reference:___________________________________ Contact:______________________

Address:______________________________________ Phone:______________________

____ Email:________________________

Description and date(s) of supplies or services provided:__________________________

____

____

Reference:___________________________________ Contact:______________________

Address:______________________________________ Phone:_______________________

____ Email:________________________

Description and date(s) of supplies or services provided:__________________________

____

____

SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM

Background

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

Application Process

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here https://www.mass.gov/supplier-diversity-office. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

Certifications

Check all those that apply:

- □ **Minority Business Enterprises (MBE)**
- □ **Women Business Enterprises (WBE)**
- □ **Veteran Business Enterprises (VBE)**
- □ **Portuguese Business Enterprises (PBE)**
- □ **Other ________________________________**

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

CERTIFIED BY:

Signature: _________________________________
(Duly Authorized Representative of Vendor)

Title: ______________________________

Name of Vendor:____

Date: ____________________________

SOMERVILLE ORDINANCE TO SAFEGUARD VULNERABLE ROAD USERS
CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

Prospective contractors must familiarize themselves with the City of Somerville's Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found here.

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.

a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.

b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.

2. **Fee:** The fee for the initial inspection is $100. The fee for a renewal inspection (every two years) is $50.

a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.

3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.

a. Inspection stickers are not transferable.

b. Any major overhaul of safeguard equipment shall be required to be re-inspected.

4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.

a. If a second inspection results in a rejection, a fee of $50 will be required for any subsequent inspections.

b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.

5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at: fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 "Requirements" in the Ordinance, bidders must sign the following:
Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

____
Authorized Signatory's Name Date

____
Company Name

I certify that the Ordinance does not apply to this contract for the following reason:

- ☐ Vehicles do not meet or exceed Class 3 GVWR
- ☐ Vehicles do not exceed 15 MPH
- ☐ No vehicles on project
- ☐ Other: ____

ORDINANCE REQUIREMENTS

Lateral Protective Devices (Side Guards)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.

Side-Visible Turn Signals

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.

Convex Mirrors

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in feet of or along side of the vehicle.

Cross-Over Mirrors

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

Safety Decals

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be "safety yellow" in color and include language or images that warn of blind spots.

COMMON QUESTIONS

What types of vehicles does this ordinance apply to? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

Can tool boxes be used as side guards? Yes, as long as the tool box meets all of the required measurements in the ordinance.

If I rent trucks for a job, do those vehicles need to be inspected and permitted? Yes.

Do subcontractors' trucks working on a City contract need to be inspected & permitted? Yes.

Will the City do an off-site inspection for larger fleets? Yes, depending on the availability of inspectors and the distance to the site.

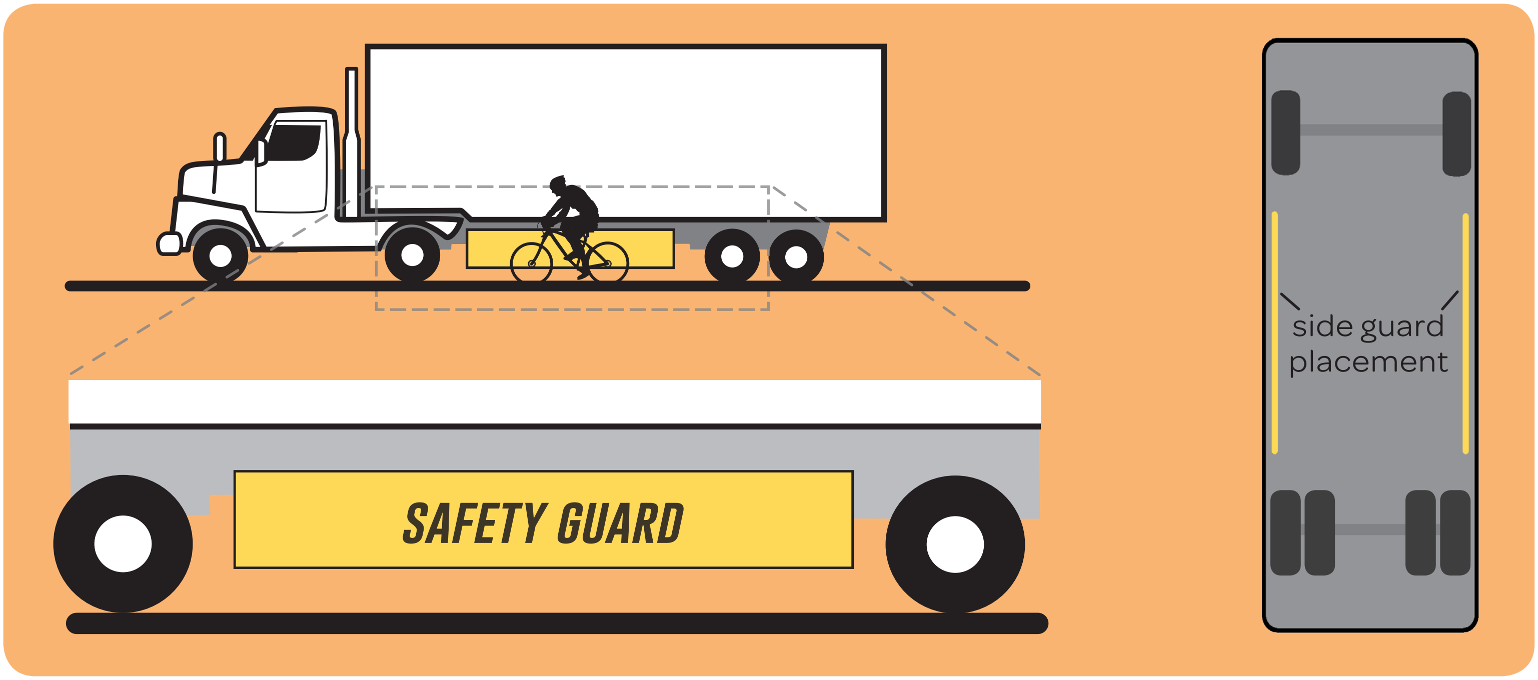
Register for an Inspection

Email inspection forms to: FleetInspections@SomervilleMA.gov

CITY OF SOMERVILLE
TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECRETARY OF THE COMMONWEALTH'S

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing" provided by the Secretary of the Commonwealth's Office**

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at: http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Chief Procurement Officer a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....….......$ One Million

Property Damage Liability........$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.…............$Statutory

EMPLOYERS' LIABILITY..…........…….$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY..........$ STATUTORY

l. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:
City Of Somerville
c/o Procurement and Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			ADD "X" HERETO CERTIFY THAT THE CITY OF SOMERVILLE IS AN ADDITIONAL INSURED			EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER	CANCELLATION
CERTIFICATES SHOULD BE MADE OUT TO: CITY OF SOMERVILLE c/o PURCHASING DEPARTMENT 93 HIGHLAND AVE SOMERVILLE, MA 02143	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

APPENDIX A

Access in Google Drive here:
https://drive.google.com/drive/folders/1HtBEjOZAjCL9gJuAj_zLLxvHgD_laMtd?usp=drive_link

ATTACHMENT A – FUNCTIONAL REQUIREMENTS

ATTACHMENT B – TECHNICAL REQUIREMENTS

ATTACHMENT C - SYSTEM INTEGRATION & INTERFACE REQUIREMENTS

ATTACHMENT D – PRICE FORM ATTACHMENTS, including One Time Cost (D.1), Recurring Costs (D.2), and Summary of TCO (D.3)

APPENDIX B

City's General Terms and Conditions

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions
"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

2. Performance; Time
The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

3. Acceptance of Goods or Services
Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

4. Compensation
The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

5. Release of City on Final Payment
Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

6. Risk of Loss
The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

7. Indemnification
The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

8. Default; Termination; Remedies

A. Events of Default

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date.

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages form sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods or services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Rights and Remedies.

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City.

Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

10. Governing Law; Forum

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

11. Complete Agreement

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

12. Amendment

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

13. Conditions of Enforceability Against the City

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

14. **Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

15. Independent Contractor

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

16. Assignment; Sub-Contract

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

17. Discrimination

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

18. Waiver

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

19. Severability

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

20. Notice

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) or overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

21. Captions

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

22. Non-Collusion

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

23. Tax and Contributions Compliance
The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

24. Municipal Taxes, Charges and Liens
The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

25. Compliance with Applicable Laws
The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

26. Conflict of Interest
The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits
The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

28. Recordkeeping, Audit, and Inspection of Records All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

29. Debarment or Suspension
The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

30. Warranties (Applicable to Goods Only)
The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.